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Superior Court of California, County of San Francisco
02/24/2025
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

CGC-25-622657

PATRICIA ROBINSON, ANTHONY ROBINSON, MONIKA BARNETT, LAURA BENN, TONY BENN, WANDA ROSS, ANGELA KELLUM, RANDY CHAU, DESHAY DORHAN, JESSE GREENBERG, AND ANGELIQUE MAYWEATHER,

Plaintiffs,

VS.

JOHN EBERLING; HOTEL GRAND SOUTHERN, A CALIFORNIA LIMITED PARTNERSHIP; TENANTS AND OWNERS DEVELOPMENT CORPORATION; JOHN STEWART COMPANY and, DOES 1-50,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES

1. **Violation Of San Francisco Administrative Code § 37.10**
2. **Violation Of San Francisco Administrative Code § 37.11**
3. **Violation Of Statute (Civil Code §§ 1941.1, 1941.3, 1942.4, Health & Safety Code 17920.3)**
4. **Violation Of Health & Safety Code §13260**
5. **Retaliation In Violation of Statute (Civil Code 1942.5)**
6. **Unfair Business Practices In Violation Of Bus. & Professions Code § 17200**
7. **Breach Of Contract**
8. **Breach Of the Implied Warranty of Habitability**
9. **Negligence**

—JURY TRIAL DEMANDED—

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JURISDICTION AND VENUE

1. This Court is the proper court because the subject of this action occurred exclusively within the jurisdictional area of the City and County of San Francisco.

2. Further, PLAINTIFFS' damages were suffered exclusively within the jurisdictional area of the City and County of San Francisco.

3. Further, each Plaintiff suffered harms in excess of the jurisdiction of this Court.

THE PARTIES

4. Plaintiff PATRICIA ROBINSON, at all relevant times was a tenant of the premises located at 1095 Mission Street, San Francisco, California 94103 (hereinafter "HOTEL ISABEL") in Unit 308.

5. Plaintiff ANTHONY ROBINSON, at all relevant times was a tenant of the HOTEL ISABEL in Unit 300.

6. Plaintiff MONIKA BARNETT, at all relevant times was a tenant of the HOTEL ISABEL in Unit 310.

7. Plaintiffs LAURA BENN AND TONY BENN, at all relevant times were tenants of the HOTEL ISABEL in Unit 408.

8. Plaintiff WANDA ROSS, at all relevant times was a tenant of the HOTEL ISABEL in Unit 509.

9. Plaintiff ANGELA KELLUM, at all relevant times was a tenant of the HOTEL ISABEL in Unit 203.

10. Plaintiff RANDY CHAU, at all relevant times was a tenant of the HOTEL ISABEL in Unit 205.

11. Plaintiff DESHAY DORHAN, at all relevant times was a tenant of the HOTEL ISABEL in Unit 412.

12. Plaintiff ANGELIQUE MAYWEATHER, at all relevant times was a tenant of the HOTEL ISABEL in Unit 400.

13. Plaintiff JESSE GREENBERG, at all relevant times was a tenant of the HOTEL ISABEL in Unit 407.

14. PLAINTIFFS, and each of them, (collectively referred to hereinafter as "PLAINTIFFS") are all above the age of majority, and, at all relevant times, were tenants of the City and County of San Francisco.

15. Defendant JOHN EBERLING ("EBERLING") is a natural person and on information and belief and on that basis is alleged to be the sole owner, member and manager of Defendants HOTEL GRAND SOUTHERN and TENANTS AND OWNERS DEVELOPMENT CORPORATION and HOTEL ISABEL at all times relevant in this complaint.

16. On information and belief and on that basis, Plaintiffs allege Defendant HOTEL GRAND SOUTHERN (hereinafter, "SOUTHERN"), form unknown but is listed on the California Secretary of State website as a limited partnership, was the owner and/or manager of the HOTEL ISABEL at all relevant times in this Complaint.

17. On information and belief and on that basis, Plaintiffs allege Defendant TENANTS AND OWNERS DEVEOPMENT CORPORATION (hereinafter, "TODCO"), form unknown but is listed in the California Secretary of State website as a non-profit organization, was the owner and/or manager of the HOTEL ISABEL at all relevant times in this Complaint.

18. On information and belief on that basis, Plaintiffs alleged Defendant JOHN STEWART COMPANY (hereinafter, "JOHN STEWART"), form listed in the California Secretary of State's office as a corporation, was the property manager of HOTEL ISABEL at all times relevant.

19. Defendants EBERLING, SOUTHERN, TODCO and DOES 1-50 hired Defendant JOHN STEWART to manage the HOTEL ISABEL.

20. Defendants EBERLING, GRAND SOUTHERN, TODCO, JOHN STEWART and DOES 1-50 are collectively referred to as DEFENDANTS.

21. The true names and capacities of the DEFENDANTS sued as Does are unknown to PLAINTIFFS.

22. Once PLAINTIFFS discovers the true names and capacities of DEFENDANTS sued as Does, PLAINTIFFS will amend the Complaint to reflect the true names and capacities of those DEFENDANTS.

23. In committing the acts complained here, each DEFENDANTS, acted as an authorized agent, employees or other representatives of each other DEFENDANTS.

24. Each act of each Defendant complained of herein was committed within the scope of the said agency, employment, or other representational capacities.

FACTUAL ALLEGATIONS

25. This complaint arises out of PLAINTIFFS' tenancies at the HOTEL ISABEL.

26. DEFENDANTS, and each of them, have a lengthy history of building code violations of the sort alleged herein and on that account were aware of their legal duties as landlords.

27. Prior to and concurrent with the events giving rise to this suit DEFENDANTS, and each of them, have received multiple complaints about water leak, rodent, lack of hot water and other habitability problems at HOTEL ISABEL, conditions so poor that it made the news headlines several times.

28. DEFENDANTS, and each of them, have deliberately neglected their legal duties and obligations in connection with their buildings as a calculated business decision.

29. DEFENDANTS, and each of them, have a pattern and practice of renting units to low-income individuals with a limited understanding of their legal rights as tenants.

30. DEFENDANTS, and each of them, rely on procuring tenants through government subsidy contracts.

31. This pattern and practice were not happenstance but was a calculated decision to prey upon a population with limited resources who on that account would lack the ability to safeguard their legal interests.

32. Through developing a tenant base of vulnerable individuals could DEFENDANTS, and each of them, so flagrantly and outrageously flout their most basic obligations under state and local laws as alleged herein.

33. DEFENDANTS' business model depended on their tenants' inability to assert their rights.

34. Further, DEFENDANTS' business model relies on a continuous stream of vulnerable tenants whom they exploit in a calculated fashion to achieve both market advantage and ready access to capital to expand their business empire, as further detailed herein.

35. At the time PLAINTIFFS, and each of them, entered possession of their respective units on the HOTEL ISABEL and thereafter during the PLAINTIFFS' tenancies, there existed and continued to exist certain defects in the HOTEL ISABEL which rendered it dangerous for human habitation.

36. PLAINTIFFS did not cause these defects, which include, but are not limited to the following:

- Infestation of roaches, mice and bed bugs;
- Black mold in common restrooms/showers and tenant rooms;
- Unsanitary bathrooms including clogged toilets and non-functioning toilets;
- Water dripping from ceiling indicating leaking plumbing and water intrusion;
- Hazardous and defective plumbing installations of fixtures that allow severe, toxic, mold growth;
- Most units do not have carbon monoxide detectors or working smoke detectors;
- Lack of safety protocols that allow unaccompanied tenants to enter the HOTEL ISABEL, some of which are drug users and drug dealers;
- Inoperable heat;
- Inoperable pipes and waste water elimination;
- Unlawful rent increases and collection practices.

37. These conditions at the HOTEL ISABEL exist through the present day without abatement. PLAINTIFFS, and each of them, suffered continuous habitability defects at the HOTEL ISABEL as a result.

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38. PLAINTIFFS notified DEFENDANTS, and each of them, of each habitability and other tenantable issues, but were met with derision, harassment, insults, threats of eviction, and, ultimately, a total failure to remediate any issues present on the property.

39. DEFENDANTS were directly responsible for the issues present and failed to remediate them.

40. The issues at the HOTEL ISABEL included DEFENDANTS' failures to maintain the common bathrooms, where vomit, fecal matter and urine would be left uncleaned.

41. Due to the unsanitary nature of the common areas and common bathroom facilities, gnats, flies, and cockroaches infested the HOTEL ISABEL and each PLAINTIFFS' units.

42. Due to the unsanitary nature of the common areas and common bathroom facilities rats and rodents infested the HOTEL ISABEL and every one of PLAINTIFFS' units.

43. Due to the unsanitary nature of the HOTEL ISABEL, bed bugs infestations were routine and on-going.

44. The common bathrooms, which included showers for all tenants to share, routinely backed up, leading to standing water that could not be eliminated through the PREMISE's pipes.

45. In individual units, PLAINTIFFS suffered failures of the plumbing for their sinks.

46. PLAINTIFFS individually suffered numerous health conditions brought about by the conditions at the HOTEL ISABEL, including skin infections and irritations, and including hospitalization caused by illness caused by detritus and waste covering the common areas.

47. In addition, the elevators were continuously inoperable during the relevant times and DEFENDANTS failed to adequately and competently repair them.

48. Doors to individual PLAINTIFFS' units were misaligned and cannot be securely locked, which DEFENDANTS, and each of them, refused or failed to repair.

49. DEFENDANTS' staff at the HOTEL ISABEL would steal PLAINTIFFS' belongings, either in their respective units and in the mail.

50. PLAINTIFFS repeatedly informed DEFENDANTS, and each of them, that DEFENDANTS' staff at the HOTEL ISABEL were entering PLAINTIFFS' units without proper

notice and thus, unlawfully. When PLAINTIFFS complained, DEFENDANTS' responded by harassing them.

51. PLAINTIFFS repeatedly informed DEFENDANTS, and each of them, by and through DEFENDANTS' agents, employees or representatives, that the HOTEL ISABEL were dilapidated and suffering the above habitability and safety issues.

52. DEFENDANTS refused to cure any of the issues, electing instead to harass PLAINTIFFS, threaten them with evictions, or transfer PLAINTIFFS to new units or properties against their wishes and for the purpose of concealing or otherwise intentionally and maliciously avoiding curing these issues.

FIRST CAUSE OF ACTION

VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE § 37.10

(By All PLAINTIFFS As Against All DEFENDANTS)

53. The allegations of the above paragraphs are incorporated herein by this reference as if fully set forth herein.

54. Section 37.10B of the San Francisco Administrative Code prohibits landlords or their agents from engaging in certain conduct in bad faith. Those prohibited acts include:

- Interrupt, terminate or fail to provide housing services required by contract or by State, County or local housing, health or safety laws;
- Fail to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;
- Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
- Interfere with a tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by California law;

- Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy."

55. In addition to their failure to remediate the above-listed problems, DEFENDANTS failed to provide housing services as required by the lease and by Section 37.10B.

56. Further, DEFENDANTS failed to perform repairs and maintenance, as well as exercise due diligence in completing repairs and maintenance, as they are required to do under the lease and by Section 37.10B.

57. The above acts were committed in bad faith, without innocent motive and for reasons unrelated to lawful management of the UNIT.

58. Pursuant to Section 37.10B(c)(5), PLAINTIFFS are entitled to damages for each and every of DEFENDANTS' municipal code violations, detailed hereinabove, in the amount of not less than three (3) times PLAINTIFFS' actual damages or damages in the sum of $1,000.00 per violation, whichever is greater.

59. As a result of DEFENDANTS' violations, PLAINTIFFS were required to retain legal counsel to enforce his legal rights.

60. DEFENDANTS' acts were the direct and proximate cause of harm to PLAINTIFFS, in amounts to be proven at trial.

61. Wherefore PLAINTIFFS pray for the damages stated below.

SECOND CAUSE OF ACTION

VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE § 37.11A

(By All PLAINTIFFS As Against All DEFENDANTS)

62. The allegations of the above paragraphs are incorporated herein by this reference as if fully set forth herein.

63. San Francisco Administrative Code Section 37.11A prohibits landlords or their agents from engaging in certain conduct, including without limitation the charging of rent in amounts exceeding the limitations set forth in Chapter 37 and acting to prevent a tenant from acquiring rights under Chapter 37.

64. DEFENDANTS violated Section 37.11A by interfering with PLAINTIFFS' quiet enjoyment as described hereinabove, the legal result of which was a reduction of services amounting to an unlawful rent increase in violation of Section 37.11 and an involuntary surrender by PLAINTIFFS of certain rights arising under Chapter 37.

65. DEFENDANTS' violations constitute a nonconforming rent increase under the Residential Rent Stabilization and Arbitration Ordinance.

66. As a result of DEFENDANTS' violations, PLAINTIFFS were required to retain legal counsel to enforce his legal rights.

67. PLAINTIFFS are therefore entitled to recover the amounts of rent constituting a non-conforming rent increase under Chapter 37, and to recover the reasonable attorney fees incurred in so doing.

68. Wherefore PLAINTIFFS pray for the damages stated below.

THIRD CAUSE OF ACTION

VIOLATION OF STATUTES UNDER CIVIL CODE SECTIONS 1941.1, 1941.3, AND HEALTH AND SAFETY CODE SECTION 17920.3

(By All PLAINTIFFS As Against All DEFENDANTS)

69. The allegations of the above paragraphs are incorporated herein by this reference as if fully set forth herein.

70. The laws of the State of California, including but not limited to California Civil Code §§ 1941.1, 1941.3 and Health & Safety Code §17920.3 require DEFENDANTS to provide and maintain habitable HOTEL ISABEL for PLAINTIFFS. By their acts and omissions as alleged hereinabove, DEFENDANTS, and each of them, violated Civil Code §§ 1941, 1941.3 and Health and Safety Code §17920.3.

71. In so doing, DEFENDANTS caused and proximately caused the damages and injuries to PLAINTIFFS complained of herein, entitling PLAINTIFFS to damages according to proof.

72. Further, DEFENDANTS were informed in writing by a public officer or employee who is responsible for the enforcement of housing laws of the above-enumerated dilapidations and substandard conditions; the conditions existed and were not abated 35 days beyond date of service of the public officer's notice, and were not cause by acts or omissions of the tenants.

73. As such, PLAINTIFFS are entitled to an award of special damages and the cost of their reasonable attorney fees as detailed in this code section.

74. DEFENDANTS committed the acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention of harassing PLAINTIFFS, from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFFS' rights and safety.

75. PLAINTIFFS are therefore entitled to recover punitive damages from DEFENDANTS in an amount according to proof.

FOURTH CAUSE OF ACTION

AS TO ALL DEFENDANTS — VIOLATION OF HEALTH & SAFETY CODE § 13260 ET. SEQ.

(By All PLAINTIFFS As Against All DEFENDANTS)

76. The allegations of the above paragraphs are and incorporated herein by this reference as if fully set forth herein.

77. California Health and Safety Code § 13260, *et seq.* obligates DEFENDANTS to install a carbon monoxide alarm device in each dwelling unit intended for human occupancy on or before January 1, 2013.

78. DEFENDANTS failed to install such devices to comply.

79. PLAINTIFFS are entitled to an award of actual damages of up to $100, exclusive of court costs and attorney fees, according to proof.

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FIFTH CAUSE OF ACTION

AS TO ALL DEFENDANTS — RETALIATION IN VIOLATION OF CIVIL CODE § 1942.5

(By All PLAINTIFFS As Against All DEFENDANTS)

80. The allegations of the above paragraphs are incorporated herein by this reference as if fully set forth herein.

81. California Civil Code § 1942.5 makes it unlawful for a landlord to retaliate against tenants who complain about their housing tenantability with threats of eviction, causing a tenant to quit involuntarily, increasing the rent, or decreasing any services.

82. By their acts, DEFENDANTS violated Civil Code § 1942.5, and acted fraudulently, oppressively, and maliciously; PLAINTIFFS are entitled to an award of damages according to proof, an award of punitive damages, and an award of their reasonable attorney fees.

SIXTH CAUSE OF ACTION

(AS TO ALL DEFENDANTS — UNFAIR BUSINESS PRACTICES IN VIOLATION OF B&P § 17200

(By All PLAINTIFFS As Against All DEFENDANTS)

83. The allegations of the above paragraphs are incorporated herein by this reference as if fully set forth herein.

84. California Business & Professions Code §17200 makes it unlawful to engage in unlawful, unfair or fraudulent business acts or practices.

85. By the acts and omissions alleged hereinabove, DEFENDANTS engaged in business acts and practices which were variously unlawful, unfair, and fraudulent.

86. PLAINTIFFS are entitled to the restoration of monies taken from them by these unlawful, unfair, and fraudulent business practices.

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SEVENTH CAUSE OF ACTION

BREACH OF CONTRACT

(By All PLAINTIFFS As Against All DEFENDANTS)

87. The allegations of the above paragraphs are incorporated herein by this reference as if fully set forth herein.

88. In committing the acts complained of above, DEFENDANTS breached the terms of the rental agreements obligating them to provide living units within HOTEL ISABEL fit for Plaintiff's residential use.

89. PLAINTIFFS performed their part of the agreement in paying their rent. DEFENDANTS' performance was not excused.

90. Because DEFENDANTS' breach is the direct cause to Plaintiffs' damages, PLAINTIFFS are entitled to recover damages according to proof at trial.

EIGHTH CAUSE OF ACTION

AS TO ALL DEFENDANTS — BREACH OF THE IMPLIED WARRANTY OF HABITABILITY

(By All PLAINTIFFS As Against All DEFENDANTS)

91. The allegations of the above paragraphs are incorporated herein by this reference as if fully set forth herein.

92. By renting the units within HOTEL ISABEL to PLAINTIFFS, DEFENDANTS impliedly warrant to provide and maintain those units in a habitable condition. DEFENDANTS therefore owed a legal duty to PLAINTIFFS to provide and maintain habitable rental units.

93. By committing the acts and omissions complained of above, DEFENDANTS breached their duty.

94. DEFENDANT breached their legal duty caused, and proximately caused, the damages to PLAINTIFFS complained of above.

95. As a proximate result of DEFENDANT's unlawful acts against PLAINTIFFS, PLAINTIFFS have suffered and continues to suffer damages in an amount according to proof.

96. DEFENDANTS committed the acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intention of harassing PLAINTIFFS. Said conduct arose from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFFS' rights and safety. PLAINTIFFS are therefore entitled to recover punitive damages from DEFENDANTS.

NINTH CAUSE OF ACTION

NEGLIGENCE

(By All PLAINTIFFS As Against All DEFENDANTS)

97. The allegations of the above paragraphs are and incorporated herein by this reference as if fully set forth herein.

98. DEFENDANTS by their relationship as landlords owed a duty of care to PLAINTIFFS. DEFENDANTS by the acts and omissions detailed above breached their duty of care to PLAINTIFFS.

99. DEFENDANTS' breach of their duty of care directly and proximately caused the damages, entitling PLAINTIFFS to recover damages according to proof.

EXEMPLARY DAMAGE ALLEGATION

100. The allegations of the above paragraphs are incorporated herein by reference.

101. DEFENDANTS acted to cause injury to PLAINTIFFS and said acts were despicable and undertaken with a willful and knowing disregard of PLAINTIFFS' rights or safety in that DEFENDANTS' (and each of them) persistent failure to maintain minimal standards of habitability in the HOTEL ISABEL – even after multiple, repeated notices from PLAINTIFFS to do so – reflects awareness of the probable dangerous consequences of their conduct, which they deliberately failed to avoid; additionally, their disregard is shown by their retaliatory actions

against PLAINTIFFS in blatant contravention of law and in a fashion which caused PLAINTIFFS unnecessary and untold hardship.

102. DEFENDANTS' conduct was fraudulent and includes, but not limited to, intentionally misrepresent and conceal material facts with the intention to cause harm to PLAINTIFFS in that DEFENDANTS represented to PLAINTIFFS they would be provided a clean, habitable units for their use. In addition, DEFENDANTS' conduct were malicious when they made these representations even though they knew the representations were untrue and they had no intention of making the residential units clean and habitable. Further, DEFENDANTS' conduct was oppressive as PLAINTIFFS were generally members of a vulnerable population who did not have negotiating power.

103. Additionally, DEFENDANTS acted fraudulently towards PLAINTIFFS' payors in misrepresenting the units as habitable when in fact they were not.

104. DEFENDANTS' conduct as detailed above was thus fraudulent, malicious and oppressive within the meaning of California Civil Code § 3294.

105. Accordingly, PLAINTIFFS should recover, in addition to all compensatory damages, exemplary damages to deter similar conduct in the future, make an example of DEFENDANTS, and punish DEFENDANTS.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment as follows:

A. For general and special damages according to proof;

B. For statutory damages;

C. That a civil penalty not to exceed Twenty-Five thousand Dollars ($25,000.00) be assessed against each Defendant pursuant to California Health and Safety Code 11581, et seq.;

D. That DEFENDANTS, and each of them, be ordered to abate all conditions which may be considered a nuisance;

E. The recordation of an abstract of judgment in this case constitutes a prior lien that may be held on the HOTEL ISABEL by any Defendant to this action.

F. Prejudgment interest, unless duplicative of relief obtained under other causes of action;

G. For attorney's fees pursuant to statute including but not limited to California Civil Code §§ 1941.1, 1942.4, San Francsico Rent Ordinance 37.10(B);

H. That DEFENDANTS disgorge all wrongfully retained profits under Business and Professions Code section 17200;

I. For punitive damages according to proof;

J. For any and all other relief which the Court deems proper and just.

BRYANT LAW GROUP, LLP

Dated: February 22, 2025

//Conrad Wu//
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Attorney for Plaintiffs